

**CERTIFIED COPY OF RESOLUTION  
ADOPTED AT THE REGULAR MEETING OF THE COMMISSIONERS  
OF  
PUBLIC UTILITY DISTRICT NO. 1 OF THURSTON COUNTY**

The President and Secretary of Public Utility District No. 1 of Thurston County (District) certify that a majority of the Commissioners of the District were in attendance at the meeting held on Tuesday, August 8, 2023, and adopted this Resolution. This Resolution has not been revoked.

**RESOLUTION NO. 23-31**

The District is responsible to comply with Washington Administrative Code (WAC) 246-290-490, Cross-connection Control, which requires the District to prevent contamination of the public water system.

The District has established a Cross-Connection Policy to define conditions for providing service.

The District has established a Cross-Connection Program to define the responsibilities of the District's and customer's, as the customer's plumbing system could pose a potential source of contamination of the public water system.

The District will incorporate the written program plan into all Water System Plans and will submit the plan to DOH for approval when requested.

If any provision in this resolution, or in the written cross-connection control program is found to be less stringent than or inconsistent with the Drinking Water Regulations (Chapter 246-290 WAC), or other Washington state statutes or rules, the more stringent state statute, rule, or regulation shall apply.

NOW, THEREFORE, THE COMMISSIONERS OF THE DISTRICT DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The Commissioners approve the Cross-Connection Policy and Program that protects the district owned water systems from the risk of contamination.

Section 2. The Cross-Connection Policy shall apply equally to all new and existing customers.

We additionally certify that this meeting was attended by at least two of the three Commissioners of the District and that this resolution was adopted by a majority vote of the Commissioners in attendance at the meeting.

*Christopher Stearns*

[Christopher Stearns \(Aug 16, 2023 15:27 PDT\)](#)

Christopher Stearns  
Commissioner and President of  
Public Utility District No. 1 of Thurston County

ATTEST:

*Linda Oosterman*

[Linda Oosterman \(Aug 17, 2023 13:11 PDT\)](#)

Linda Oosterman  
Commissioner and Acting Secretary

Attached:      Cross-Connection Policy

# **Public Utility District No. 1 of Thurston County**

## **Cross-Connection Policy**

### **Definitions**

Unless otherwise defined, all terms used in this resolution pertaining to cross-connection control have the same definitions as those contained in WAC 246-290-010 of the Washington State Drinking Water Regulations.

### **Prevention of Contamination**

The District shall consider the customer's plumbing system, starting from the termination of the District's water service pipe, to be a potential high-health hazard requiring the isolation of the customer's premises by a DOH-approved, customer-installed and maintained reduced-pressure principle backflow assembly (RPBA) or reduced-pressure detector assembly (RPDA). The RPBA or RPDA shall be located at the end of the District's water service pipe (i.e., immediately downstream of the meter). Water shall only be supplied to the customer through a DOH-approved, customer-installed and maintained RPBA or RPDA.

Notwithstanding the aforesaid, the District, upon an assessment of the risk of contamination posed by the customer's plumbing system and use of water, may allow:

- A single-family or duplex residential customer to connect directly to the water service pipe, i.e., without a DOH-approved double-check valve assembly (DCVA) or RPBA
- Any customer other than a single-family or duplex residential customer, as a minimum, to be supplied through a DOH-approved, customer-installed and maintained DCVA or double-check detector assembly (DCDA).

### **Conditions for Providing Service**

The District shall only provide water service based on the following terms and limitations:

1. The customer agrees to take all measures necessary to prevent the contamination of the plumbing system within his/her premises and the District's distribution system that may occur from backflow through a cross-connection. These measures shall include the prevention of backflow under any backpressure or backsiphonage condition, including the disruption of the water supply from the Purveyor's system that may occur during routine system maintenance or during emergency conditions, such as a water main break.
2. The customer agrees to install, operate, and maintain at all times his plumbing system in compliance with the current edition of the Uniform Plumbing Code having jurisdiction as it pertains to the prevention of contamination and protection from thermal expansion, due to a closed system that could occur with the present or future installation of backflow preventers on the customer's service and/or at plumbing fixtures.
3. For cross-connection control or other public health-related surveys, the customer agrees to provide for the District's employees or agents free access to all parts of the premises during

reasonable working hours of the day for routine surveys and at all times during emergencies.

Where agreement for free access for the District 's survey is denied, the District may supply water service provided that premises isolation is provided through a DOH- approved reduced-pressure principle backflow assembly (RPBA).

4. The customer agrees to install all backflow prevention assemblies requested by the District and to maintain those assemblies in good working order. The assemblies shall be of a type, size, and make approved by DOH and acceptable to The District. The assemblies shall be installed in accordance with the recommendations given in the most recently published edition of the *Backflow Prevention and Cross-Connection Control*, published by American Water Works Association, or latest edition thereof. The assemblies shall be installed in accordance with the District 's construction standards and specifications.
5. The customer agrees to:
  - (a) Have all assemblies (e.g., RPBA's and/or DCVA's) that the District relies upon to protect the public water distribution system tested upon installation, annually thereafter and/or more frequently if requested by the District, after repair, and after relocation;
  - (b) Have all testing done by a purveyor-approved and currently DOH-certified Backflow Assembly Tester (BAT);
  - (c) Have the RPBA or DCVA tested in accordance with DOH-approved test procedures; and
  - (d) Submit to the District the results of the test(s) on the District -supplied test report forms within the time period specified by the District.
6. The customer agrees to bear all costs for the aforementioned installation, testing, repair, maintenance and replacement of the RPBA, RPDA, DCVA or DCDA installed to protect the District 's distribution system.
7. At the time of application for service, if required by the District, the customer agrees to submit to the District plumbing plans and/or a cross-connection control survey of the premises conducted by a purveyor-approved and DOH-certified Cross-Connection Control Specialist (CCS).

The cross-connection control survey shall assess the cross-connection hazards and list the backflow preventers provided within the premises. The results of the survey shall be submitted prior to the District turning on water service to a new customer. The cost of the survey shall be borne by the customer.

8. For classes of customers other than single-family residential, when required by the District, the customer agrees to periodically submit a cross-connection control re- survey of the premises by a DOH-certified CCS acceptable to the District. The District may require the re-survey to be performed in response to changes in the customer's plumbing or water use, or performed periodically (annually or less frequently) where the District considers the customer's plumbing system to be complex or subject to frequent changes in water use. The cost of the re-survey shall be borne by the customer.
9. Within 30 days of a request by the District, a residential customer shall agree to complete and submit to the District a "Water Use Questionnaire" for the purpose of surveying the health hazard posed by the customer's plumbing system on the District 's distribution system. Further,

the residential customer agrees to provide within 30 days of a request by the District a cross-connection control survey of the premises by a DOH- certified CCS acceptable to the District.

10. The customer agrees to obtain the prior approval from the District for all changes in water use, and alterations and additions to the plumbing system, and shall comply with any additional requirements imposed by the District for cross-connection control.
11. The customer agrees to immediately notify the District and the local health jurisdiction of any backflow incident occurring within the customer's premises (i.e., entry of any contaminant/pollutant into the drinking water) and shall cooperate fully with the District to determine the reason for the backflow incident
12. The customer acknowledges the right of the District to discontinue the water supply within 72 hours of giving notice to the customer, or a lesser period of time if required to protect public health, if the customer fails to cooperate with the District in the survey of premises, in the installation, maintenance, repair, inspection, or testing of backflow prevention assemblies or air gaps required by the District, or in the District 's effort to contain a contaminant or pollutant that is detected in the customer's system.

Without limiting the generality of the foregoing, in lieu of discontinuing water service, the District may install an RPBA on the service pipe to provide premises isolation, and recover all costs for the installation and subsequent maintenance and repair of the assembly, appurtenances, and enclosure from the customer as fees and charges for water. The failure of the customer to pay these fees and charges may result in termination of water service in accordance with the District 's water billing policies.

13. Where the District imposes mandatory premises isolation in compliance with DOH regulations, or agrees to the customer's voluntary premises isolation through the installation of a RPBA immediately downstream of the District 's water meter, the customer acknowledges his obligation to comply with the other cross-connection control regulations having jurisdiction (i.e., Uniform Plumbing Code). Although the District 's requirements for installation, testing, and repair of backflow assemblies may be limited to the RPBAs used for premises isolation, the customer agrees to the other terms herein as a condition of allowing a direct connection to the District 's service pipe.
14. The customer agrees to indemnify and hold harmless the District for all contamination of the customer's plumbing system or the District 's distribution system that results from an unprotected or inadequately protected cross-connection within the customer's premises. This indemnification shall pertain to all backflow conditions that may arise from the District 's suspension of water supply or reduction of water pressure, recognizing that the air gap separation otherwise required would require the customer to provide adequate facilities to collect, store, and pump water for his/her premises.
15. The customer agrees that, in the event legal action is required and commenced between the District and the customer to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all incurred costs and expenses including, but not limited to, reasonable attorney's fees as determined by the Court.
16. The customer acknowledges that the District 's survey of a customer's premises is for the sole

purpose of establishing the District 's minimum requirements for the protection of the public water supply system, commensurate with the District 's assessment of the degree of hazard.

It shall not be assumed by the customer or any regulatory agency that the District 's survey, requirements for the installation of backflow prevention assemblies, lack of requirements for the installation of backflow prevention assemblies, or other actions by the District 's personnel constitute an approval of the customer's plumbing system or an assurance to the customer of the absence of cross-connections therein.

17. The customer acknowledges the right of the District, in keeping with changes to Washington State regulations, industry standards, or the District's risk management policies, to impose retroactive requirements for additional cross-connection control measures.

The District will record the customer's agreement to the above terms for service on an "Application for Water Service," "Water Use Questionnaire," or other such form prepared by the Purveyor and signed by the customer.

### **Implementation of the Cross-Connection Control Policy**

The District will engage the services of a DOH-certified CCS to develop, implement and be in responsible charge of the District cross-connection control program.

The District, under the direction of the aforementioned CCS, will prepare a written cross-connection control program plan to implement the requirements of this resolution. The written program shall be consistent with this resolution and shall comply with the requirements of Chapter 246-290 WAC (Group A Drinking Water Regulations).

The District will use the most recently published editions of the following publications as references and technical aids:

1. *Backflow Prevention and Cross-Connection Control*, published by American Water Works Association, or latest edition thereof.
2. *Manual of Cross-Connection Control*, published by the Foundation for Cross- Connection Control and Hydraulic Research, University of Southern California,
3. *Cross-Connection Control Guidance Manual for Small Water Systems*, published by the DOH Office of Drinking Water.












# Resolution 23-31

Final Audit Report

2023-08-17

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